

APPENDIX -D

15.87% of total measurements, for which this performance level is reported);

1.1.4.2.2 SWBT reports performance at this level for more than 2.52% of the total measurements required to be reported for two months in succession (liquidated damages of \$ 50,000 apply to each measurement, above 2.52% of total measurements, for which this performance level is reported for two months in succession); or

1.1.4.2.3 SWBT reports performance at this level for an individual Performance Measurement for three months in succession (liquidated damages of \$75,000 apply after the third month and for each month performance remains at this level).

1.1.4.3 SWBT performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if any of the following occur:

1.1.4.3.1 SWBT reports performance at this level for more than 0.14% of the total measurements required to be reported for a single month (liquidated damages of \$ 25,000 apply to each measurement, above 0.14% of total measurements, for which this performance level is reported); or

1.1.4.3.2 SWBT reports performance at this level for more than 0.022% of the total measurements required to be reported for two months in succession (liquidated damages of \$ 50,000 apply to each measurement, above 0.022% of total measurements, for which this performance level is reported for two months in succession).

1.1.4.3.3 SWBT reports performance at this level for an individual Performance Measurement for three months in succession (liquidated damages of \$75,000 apply to the third month and each successive month that performance remains at this level).

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

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II. Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

- 1.1.4.4.2 Average installation interval
- 1.1.4.4.3 Percent SWBT Caused Missed Due Dates
- 1.1.4.4.4 Delay Days for Missed Due Dates**
- 1.1.4.4.5 Percent No Access**

Specials and UNE Specials Loop and Port Combination

- 1.1.4.4.6 Average installation interval
- 1.1.4.4.7 Percent SWBT Caused Missed Due Dates

UNEs (Excludes UNE Loop and Port Combination)

- 1.1.4.4.8 Average installation interval
- 1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

- 1.1.4.4.10 Percent POTS Installation Reports Within 10 Days**
- 1.1.4.4.11 Percent Special Installation Reports Within 30 Days**
- 1.1.4.4.12 Percent UNE Installation Reports Within 30 Days**

C. Order Status

- 1.1.4.4.13 Percent Firm Order Completions received within "x" hours**
- 1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process**
- 1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle**

D. Held Orders

- 1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities**
- 1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities**

E. Flow Through

- 1.1.4.4.18 Percent Flow Through**

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III. Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate**1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency****1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate**

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed

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Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

IV. General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

OR

1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criterion for any of the following Specified Activities by two (2) pooled standard deviations during measurement periods consisting of 3 consecutive calendar months during the term of this Agreement (liquidated damages of \$ 25,000 apply to each Specified Performance Breach).

1.1.4.1 Provisioning**POTS & UNE POTS Loop and Switch Port Combinations****1.1.4.1.1 Average Installation Interval****1.1.4.1.2 Percent SWBT Caused Missed Due Dates****Specials and UNE Specials Loop and Port Combination****1.1.4.1.3 Average Installation Interval****1.1.4.1.4 Percent SWBT Caused Missed Due Dates****UNEs (Excludes UNE Loop and Port Combinations)****1.1.4.1.5 Percent SWBT Caused Missed Due Dates****1.1.4.2 Maintenance/Repair**

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POTS & UNE POTS Loop and Port Combinations

- 1.1.4.2.1 **Receipt to Clear Duration**
- 1.1.4.2.2 **Percent Repeat Reports**
- 1.1.4.2.3 **Percent Missed Repair Commitments**

Specials and UNE Specials Loop and Port Combination

- 1.1.4.2.4 **Mean Time To Restore**
- 1.1.4.2.5 **Percent Repeat Reports**

UNEs (Excludes UNE Loop and Port Combination)

- 1.1.4.2.6 **Mean Time to Restore**
- 1.1.4.2.7 **Repeat Reports**
- 1.1.4.2.8 **Percent Missed Repair Commitments**

2.0 Specified Performance Standards

- 2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 Occurrence of a Specified Performance Breach.

- 3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as *referenced in sections _____ of this Attachment* [blank to be

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filled in with appropriate references after rulings on competing liquidated damages proposals in section 1.1.4.2, 1.1.4.3, and 7.2].

4.0 Liquidated Damages

- 4.1 The damages payable by either Party as a result of a Specified Performance Breach will be *the amounts specified for each Specified Performance Breach in sections _____*, **not to exceed \$ 225,000 in any single month** (collectively, these amounts are referred to as "Liquidated Damages"). [Blank to be filled in with appropriate references after rulings on competing liquidated damages proposals in section 1.1.4.2, 1.1.4.3, and 7.2]. The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

- 5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement (**including, without limitation, the Implementation Schedule and the Joint Implementation Process**) ~~<271 c(1)B(ii)>~~; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.
- 5.2 **Sole Remedy. Notwithstanding any other provision of this Agreement, the Liquidated Damages shall be the sole and exclusive remedy of AT&T for SWBT's Performance Breach as described in this section 1.1.4 and shall be in lieu of any other damages or credit AT&T might otherwise seek for such**

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breach of the Performance Measurement or a Specified Performance Breach through any claim or suit brought under any contract or tariff.

6.0 Records and Reports

- 6.1 SWBT will not levy a separate charge for provision of the data to AT&T called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 *Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by AT&T, data files of AT&T raw data are to be transmitted by SWBT to AT&T on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.*
- 6.3 *If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than two/three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in section 5.1 above.*
- 6.4 *Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred).*
- 6.5 *AT&T and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that AT&T requests such consultation and the issues raised by AT&T have not been resolved within 45 days after AT&T's request for consultation, then SWBT will allow AT&T to have an independent audit conducted, at AT&T's expense, of SWBT's performance measurement data collection, computing, and reporting processes. AT&T may not request more than one audit per twelve calendar months under this section. This section does not modify AT&T's audit rights under other provisions of this Agreement.*

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- 6.6 *Should SWBT at some future date purchase local services from AT&T, the Parties will negotiate performance measures to be provided to SWBT.*

7.0 **Remedial Plans**

- 7.1 *Within 15 business days after any of the following events occur, SWBT will prepare and provide to AT&T a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:*

- 7.1.1 *SWBT reports performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or*

- 7.1.2 *SWBT reports performance for AT&T on any Performance Measurement in two/three successive months that is greater than one/two standard deviations below the Performance Criteria.*

- 7.2 **Failure to implement a remedial plan and bring SWBT performance for AT&T back within one standard deviation of the Performance Criteria for the affected measurement, within one month after the time for issuance of the remedial plan, will require payment of liquidated damages in the amount of \$25,000. This amount will double each successive month of continued performance outside one standard deviation of the Performance Criteria. Failure to provide a timely remedial plan to AT&T will require payment of liquidated damages in the amount of \$25,000. The liquidated damages provided for in this section are separate from those defined in sections 1.1.4.2 and 1.1.4.3.**

8.0 **Initial Implementation; Data Review**

- 8.1 *The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after AT&T first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.*

- 8.2 *The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate*

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that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

9.1 Pre-Ordering**9.1.1. Measurement - Average response time for OSS Pre-Order Interfaces**

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification Datagate: 80%≤ 5 sec 90%≤7 sec
Verigate: 80%≤5 sec 90% ≤7 sec
- Request For Telephone Number
Datagate: 80%≤ 4 sec 90%≤6 sec
Verigate: 80%≤4 sec 90% ≤6 sec
- Request For Customer Service Record (CSR)
Datagate: 80%≤ 6 sec 90%≤8 sec
Verigate: 80%≤7 sec 90% ≤10 sec
- Service Availability
Datagate: 80%≤ 3 sec 90%≤5 sec
Verigate: 80%≤11 sec 90% ≤13 sec
- Service Appointment Scheduling (Due Date)
Datagate: 80%≤ 2 sec 90%≤3 sec
Verigate: 80%≤2 sec 90% ≤3 sec
- Dispatch Required
Datagate: 80%≤ 17 sec 90%≤19 sec
Verigate: 80%≤17 sec 90% ≤19 sec

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Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

2. Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name(CPU platform).

3. Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- Address Verification
DataGate: <5, <7, and >7
Verigate: <5, <7, and >7
- Request For Telephone Number
DataGate: <4, <6, and >6
Verigate: <4, <6, and >6
- Request For Customer Service Record (CSR)
DataGate: <6, <8, and >8
Verigate: <7, <10, and >10
- Service Availability
DataGate: <3, <5, and >5
Verigate: <11, <13, and >13
- Service Appointment Scheduling (Due Date)
DataGate: <2, <3, and >3
Verigate: <2, <3, and >3
- Dispatch Required
DataGate: <17, <19, and >19
Verigate: <17, <19, and >19

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Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

3.1 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

II. Ordering And Provisioning**A. Completions****POTS & UNE POTS Loop and Port Combinations****4. Measurement - Average installation interval**

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

5. Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

6. Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

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Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW). No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

7. Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

8. Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - $\text{Count of FW N,T,C orders that are no accessed} \div \text{Total number of FW N,T,C orders}$.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination**9. Measurement - Average Installation Interval**

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

10. Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{\Sigma(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

11. Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

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Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

12. Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N.T.C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[\Sigma(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 2 Days

2 Wire Analog and Digital and INP (11-20) – 7 Days

2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 2 Days

Switch Ports – Analog + BRI – 2 Days; Trunk Ports (includes PRI) – 5 days

Dedicated Transport (DS0, DS1 and DS3) – 3 Days: All other types: ICB

OR

2 Wire Analog and Digital and INP (1-10) – 3 Days

2 Wire Analog and Digital and INP (11-20) – 7 Days

2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop (includes PRI) – 5 Days

Switch Ports – Analog Port – 3 Days; BRI Port – 5 days; PRI Port – 13 days; DS1 Trunk Port (1-4) – 5 days; >4 - ICB

Dedicated Transport (DS0, DS1 and DS3) 1-10 : 5 days, 11-20: 10 days: 20+ and all other types: ICB

13. Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{[\Sigma(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)]}$

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Calculation - (Count of number of UNE N.T.C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N.T.C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

18. Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) * 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

19. Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

- All Res. And Bus. < 24 Hours
- Complex Business (All) < 48 Hours
- SWBT Proposed: Complex Business (1-49) < 72 hours (>50) - negotiated
- UNE Loop (1-49 Loops) < 24 Hours SWBT Proposed: 48 Hours
- UNE Loop (> 50 Loops) - 48 Hours SWBT Proposed: Negotiated
- Switch Ports < 24 hours

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

20. Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation - $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

21. Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

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Calculation - $(\# \text{ mechanized rejects returned within 1 hour} - \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects

22. Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - $\Sigma[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

23. Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation - $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

24. Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - $\Sigma[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})]/(\# \text{ of Orders Completed})$

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

25. Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

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Calculation - Total N.T.C orders with missed committed due dates due to lack of facilities ÷ Total N.T.C orders

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS. Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

26. Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - $\Sigma(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS. Specials and UNE.

E. Flow Through

27. Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - $(\# \text{ of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT}) \div \text{total orders sent}$

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

III. Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

28. Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - $\Sigma[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch

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- Affecting Service - Dispatch
- Affecting Service - No Dispatch

29. Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\frac{\sum(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2}{(\text{number of trouble reports in the sample} - 1)}}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

- Out of Service - Dispatch
- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

30. Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - $\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{Total number of OOS trouble reports}$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination**31. Measurement - Mean Time To Restore**

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\frac{\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})]}{\text{Total network customer trouble reports}}$.

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

32. Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{\frac{\sum(\text{individual time to restore interval} - \text{mean time to restore interval})^2}{(\text{number of trouble reports in the sample} - 1)}}$

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

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UNEs (Excludes UNE Loop and Port Combinations)**33. Measurement - Mean Time To Restore**

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

34. Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{[\Sigma(\text{individual time to restore interval} - \text{mean time to restore interval})^2] / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

35. Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation - $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles**36. Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports**

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report}) \div (\text{Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports})$

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Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

37. Measurement - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

38. Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule)

C. Report Rate

39. Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷ 100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

40. Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - Count of network trouble reports ÷ (Total circuits ÷ 100)

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Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

41. Measurement - UNEs (Excludes UNE Loop and Port Combinations)

Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation - $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule)

D. Appointments Missed

42. Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

43. Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

44. Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - $\text{Count of dispatched customer trouble reports with a status of "No Access"} \div \text{Total dispatched customer trouble reports}$.

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Report Structure - Reported for CLEC. all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

IV. General

A. System Availability

45. Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability

Calculation - $(\# \text{ Scheduled system available hours} \div \text{unscheduled system unavailable hours}) * 100$

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE.

EASE will have a parity measurement since SWBT uses EASE for its retail operation. Availability > 97.5% (**AT&T proposed 99%**) for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

B. Center Responsiveness

46. Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time

Calculation - $\text{Total number of calls answered by the LSC within a specified period of time} \div \text{Total number of calls answered by the LSC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

47. Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

48. Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time

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Calculation - $\text{Total number of calls answered by the LOC within a specified period of time} \div \text{Total number of calls answered by the LOC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

49. Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

50. Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills. A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

51. Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - $(\text{Count of accurate and complete formatted mechanized bills via EDI} \div \text{total \# of mechanized bills via EDI}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

52. Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - $(\text{Count of billing records transmitted correctly with complete information and proper formatting} \div \text{total billing records transmitted}) * 100$

Report Structure - Reported for CLEC, and all CLECs.

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Definition - % of service orders on the bill for the current bill period.

Calculation - (Count of service orders included in current applicable bill period ÷ Total service orders in current applicable bill period) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

54. Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT)

Calculation - (Count of bills released on time ÷ Total number of bills released) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

V. Operator Services and Directory Assistance**55. Measurement - Directory Assistance Grade Of Service**

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

56. Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and time customer enters queue}) \div \text{Total calls}$

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

57. Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

58. Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\Sigma(\text{Date and time customer answered by SWBT representative} - \text{Date and$

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time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself. SWBT will provide this measurement broken out by CLEC and itself.

VI. Interconnect/Unbundled Elements and Combos

59. Measurement – Mean Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

60. Measurement – Standard Deviation of Network Performance Parity

SWBT agrees to provide to AT&T testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

61. Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

62. Measurement – Database accuracy

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

63. Measurement – Mean time for database query

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

64. Measurement – Mean Time for database updates

SWBT agrees to provide AT&T data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates.

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Either party may bring this issue to the commission via the dispute resolution process.

65. Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – AT&T and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

66. When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

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